

**REMARKS**

Claims 1-8, 10-13, 15-16 and 18 are pending. By this Amendment, claims 10-13 are amended and claim 19 is canceled without prejudice or disclaimer. Reconsideration in view of the foregoing amendments and the following remarks is respectfully requested.

Entry of the amendments is proper under 37 CFR §1.116 because the amendments: (a) place the application in condition for allowance (for the reasons discussed herein); (b) do not raise any new issue requiring further search and/or consideration (because the amendments merely incorporate the feature of a dependent claim into the independent claim from which it depended); and (c) place the application in better form for appeal, should an appeal be necessary. The amendments are necessary and were not earlier presented because they are made in response to arguments raised in the final rejection. Entry of the amendments is thus respectfully requested.

A. Applicant notes with appreciation the allowance of claims 1-5 and 7-8. As discussed below, it is believed that the remaining claims are also allowable.

B. The Office Action rejects claims 10 and 15-16 under 35 U.S.C. §102(a) over U.S. Patent No. 6,410,834 to Hearfield. This rejection is moot, because claim 10 is amended to incorporate the features of claim 19, which was not rejected under §102(a). Withdrawal of the rejection is respectfully requested.

C. The Office Action rejects claims 12 and 19 under 35 U.S.C. §103(a) over Hearfield in view of U.S. Patent No. 5,763,796 to Britto et al. ("Britto"). This rejection is respectfully traversed, and will be addressed as if applied to claim 10, which now includes the former claim 19 features.

The Office Action acknowledges that Hearfield does not disclose the claimed "stretchable" feature, but relies on Britto for a teaching of stretchable material (spandex). The Office Action asserts that it would have been obvious to modify Hearfield's cover to include

spandex based on the teaching of Britto, in order to tightly cover a musical instrument.

However, this reasoning is flawed, for any or all of the following four reasons.

First, Hearfield specifically touts leather as the "ideal material" for its disclosed guitar cover, distinguishing it as providing better protection than "thin plastics, cotton or other textile materials" (see col. 3, lines 28-55). (See also col. 3, lines 60-62, which state, "all the embodiments have the following characteristics in common: the covers are of leather.")

Therefore, Hearfield teaches away from materials that are not leather.

Second, Hearfield's device already accomplishes the purpose of "tightly covering a musical instrument." Therefore, the alleged motivation for the combination is without merit.

Third, Britto is not analogous to Hearfield. Britto discloses a box, which may be a music box, but those skilled in the art of guitar covers would not have found it obvious to employ teachings related to a music box to a guitar cover.

Fourth, Britto's cover would not work with a guitar, for the following reasons. As discussed at column 4, lines 18-26, with reference to Fig. 6, Britto describes that the cover is stretched tight across the face of a base 12 by a tie 74. As explained in column 4, line 26, the tie 74 is made snug about the base of a tube portion that extends within the base 12. This mechanism of making the cover tight may work with a box, as in Britto, because there are no concave portions on the surface that is being covered. In contrast, with a guitar, as in Hearfield, the surface to be covered has concave portions. The cover of Britto would not be tight against the concave portions of the guitar body when made snug according to the teachings of Britto. For this and other reasons, those skilled in the art would not have found it obvious to employ the teachings of Britto in the Hearfield device.

Accordingly, withdrawal of this rejection is respectfully requested.

D. The Office Action rejects claim 18 under 35 U.S.C. §103(a) over U.S. Patent No. 4,000,678 to Messina in view of Britto. This rejection is respectfully traversed.

Messina discloses a guitar cover while, as discussed above, Britto discloses a box cover. First, as with the proposed Hearfield/Britto combination, those skilled in the art would not have been motivated to use the music box-related teachings of Britto with a guitar cover.

Second, Britto's cover would not work with a guitar, as explained above in connection with claim 12 and the Hearfield reference.

Third, as with Hearfield, Britto is not analogous to Messina.

Fourth, there is no evidence that the Messina device does not already "tightly cover" the guitar body. Therefore, the alleged motivation for the combination is without merit.

Accordingly, withdrawal of this rejection is respectfully requested.

E. The Office Action rejects claim 11 under 35 U.S.C. §103(a) over Hearfield in view of Britto and further in view of U.S. Patent No. 6,576,823 to Wise, Jr., and rejects claim 13 under 35 U.S.C. §103(a) over Hearfield in view of Britto and in view of U.S. Patent No. 3,877,501 to Toth. These rejections are respectfully traversed.

Wise, Jr. and Toth do not overcome the above-described deficiencies of Hearfield and Britto with respect to claim 10. Accordingly, claims 11 and 13 are allowable at least for their dependence on an allowable base claim.

In view of the foregoing, it is respectfully submitted that this application is in condition for allowance. Favorable reconsideration and prompt allowance are earnestly solicited.

Should the Examiner believe that anything further would be desirable in order to place this application in even better condition for allowance, the Examiner is invited to contact the undersigned at the telephone number set forth below.

Respectfully submitted,



James A. Oliff  
Registration No. 27,075

J. Adam Neff  
Registration No. 41,218

JAO:JAN/kzb

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**OLIFF & BERRIDGE, PLC**  
**P.O. Box 19928**  
**Alexandria, Virginia 22320**  
**Telephone: (703) 836-6400**

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